

Martha R. Lang, Ph.D.
138 Colchester Avenue
Burlington, VT 05401
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RECEIVED
2014 MAR 25 A 8:43
BURLINGTON CLERK
TREASURER'S OFFICE

March 24, 2014

President Shannon and
The Burlington Board of Finance
City Hall
149 Church Street
Burlington, VT 05401

Re: Taft School Lease: More Unresolved Issues

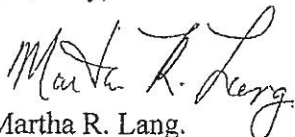
Dear President Shannon and The Burlington Board of Finance:

The annual rent to be paid by Burlington Telecom for their use of basement space at Taft School is \$41,184. However, their reported payments for FY 13 are only \$3,342. Would someone please explain? And, why wasn't this written agreement reviewed by the Attorney General's office? That is a violation of two Probate Court Orders, one in 1980 and the other in 1987.

If the current estimated cost to renovate Taft School is \$2.7 M, why was \$210,000 of school maintenance money used to buy 59 Murray Street, and not spent on Taft School? And, if the proposed school budget is not approved, why is the school department planning to take \$150,000 from their maintenance fund to pay the engineers' bill for the study on Burlington High School? Also, please note that the proposed Taft School Lease states the renewal is automatic, but in the school department's presentation and the MOU state it is optional: a very big difference.

Thank you.

Sincerely,


Martha R. Lang.

CITY CLERK'S OFFICE
Received 3-10-2009 at 10:30 A.M. 693
and recorded in Vol. 1084 on Page
of Burlington Land Records. Attest
C. J. [Signature] Land Records Clerk

From Collins
3/24/14

COPY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 14th day of July, 2008, by and between the City of Burlington Board of School Commissioners (hereinafter called the "Board") and the City of Burlington d/b/a Burlington Telecom (hereinafter called "City").

WITNESSETH:

WHEREAS, the City of Burlington owns and the Board operates a school building which is known and designated as the Taft School, which is located at 14 South Williams Street in the City of Burlington; and

WHEREAS, the City desires to utilize approximately 572 square feet of floor space in the basement of the Taft School for equipment for Burlington Telecom to provide telecommunications services to residents and businesses of Burlington;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the parties do hereby agree as follows:

1. The Board hereby covenants and promises to make available to the City, and the City hereby hires and licenses from the Board approximately 572 square foot of floor space in the basement of the Taft School for the sole and exclusive use of Burlington Telecom.
2. Retroactive to the 1st day of January 2008, the City shall pay an annual fee to the Board equal to \$6.00 per square foot of the floor space occupied by Burlington Telecom. The annual fee shall be increased on the 1st day of January of each year thereafter based upon the increase in the consumer price index for all items/all urban consumers (CPI-U).
3. When Burlington Telecom turns a profit, i.e. begins contributing revenues to the General Fund of the City, the Board and the City shall also negotiate in good faith a contribution by Burlington Telecom to the capital costs of maintaining the Taft School building on an on-going basis.
4. The Board and the City shall meet no later than January 1, 2011 to discuss the terms and conditions of this MOU, including the financial status of Burlington Telecom.
5. It is hereby understood and agreed upon that this MOU creates an easement that runs with the land that is granted in perpetuity so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns. It is hereby understood and agreed that if the Board wishes and is legally authorized to sell the Taft School, and Burlington Telecom's presence in the building creates a detriment to this sale, Burlington Telecom will either vacate the premises upon one hundred twenty (120) days notice or fully reimburse the Board for any and all

diminishment in the purchase price caused by the commitment to allow the continued presence and operations of Burlington Telecom. The Board shall use all best efforts to negotiate the right for Burlington Telecom operations to remain post sale per the terms of this MOU before making a determination that Burlington Telecom must vacate the premises.

6. The City shall comply with all municipal, state and federal rules and regulations in the permitting, construction and maintenance of these buildings. On-going maintenance by the City shall be to the reasonable satisfaction of the Board.
7. The City shall file in its land records an easement plat and "as built drawings" acceptable to the Board with a copy to the Board when the work is completed.
8. This easement shall include the right and obligation of the City to access the property and the building in a reasonable manner so as to minimize to the greatest extent practicable adverse impacts upon the Board's delivery of its educational programs. However, the City may access the property and building affected by this MOU at any time in case of emergency.
9. This MOU shall be governed by the laws of the State of Vermont. It shall be interpreted in accordance with its plain meaning and not construed against either party as the drafter hereof. If any part of this MOU shall be judicially declared null and void the remainder shall be given full force and effect so long as neither the commercial purpose hereof for the City nor the rents to be received by the Board are precluded.
10. No assignment nor subletting of this MOU or any rights hereunder shall be permitted without the advance written permission of the Board.
11. The parties shall each hold the other harmless from any loss or expense to its property as a result of any act or failure to act by the other on the affected property. Each party shall cause the other to be named as an additional insured on its liability and property damage policies to the extent of the respective interests.
12. Each party hereto shall have the right to repair and replace its facilities at the Taft School in the manner specified in paragraph 8 hereof.

In Witness Whereof, the parties hereby execute this MOU by duly authorized representatives as of the day and date first above written.

**CITY OF BURLINGTON BOARD OF
SCHOOL COMMISSIONERS**

Jeanne Collins
Superintendent and Duly Authorized Agent

CITY OF BURLINGTON

Bob Kiss
Mayor and Duly Authorized Agent

ACKNOWLEDGEMENTS

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, in the County and State aforesaid, this 31 day of July 2008, personally appeared Bob Kiss, Mayor and duly authorized agent of the City of Burlington, who acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act in this capacity and deed and the free act and deed of the City of Burlington.

Notary Public

Jay M. Lawless
Notary Public
Commission Expires: 7 Feb 2011

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, in the County and State aforesaid, this 22nd day of July 2008, personally appeared Jeanne Collins, Superintendent and duly authorized agent of the City of Burlington Board of School Commissioners, who acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act in this capacity and deed and the free act and deed of the City of Burlington Board of School Commissioners.

Notary Public

Joseph E. Mather
Notary Public
Commission Expires:
2/10/11

Subj: **Re: PRR Curent Lease for BT Renting Space in Taft School**
Date: 3/20/2014 10:07:23 A.M. Eastern Daylight Time
From: jcollins@bsdvt.org
To: Marthalang@aol.com

Martha, what you have is an ongoing agreement for BT to use the space at Taft.

On Thu, Mar 20, 2014 at 9:56 AM, <Marthalang@aol.com> wrote:

Jeanne:

Are you telling me there is no written lease agreement between the school department and BT for the rental space at Taft?

Martha

In a message dated 3/20/2014 9:54:06 A.M. Eastern Daylight Time, jcollins@bsdvt.org writes:

Martha

We received \$3342 in FY13. Mark Irish may be able to tell us the size of the space. The rent will continue to go to us under the UVM lease.

On Thu, Mar 20, 2014 at 9:50 AM, <Marthalang@aol.com> wrote:

Jeanne:

Where can I get information the size of the space BT is renting at Taft School and the amount of rent they are paying to the school department?

Martha

In a message dated 3/20/2014 9:46:02 A.M. Eastern Daylight Time, jcollins@bsdvt.org writes:

Hi Martha, it is an agreement, not a lease and lasts beyond one year. It does not need updating annually.

On Thu, Mar 20, 2014 at 9:41 AM, <Marthalang@aol.com> wrote:

Jeanne:

Is that the most current lease on file?

martha

In a message dated 3/20/2014 9:37:05 A.M. Eastern Daylight Time, jcollins@bsdvt.org writes:

Hi Martha,, Here is the BT agreement

On Thu, Mar 20, 2014 at 7:12 AM, <Marthalang@aol.com> wrote:

Jeanne:

Please send me a copy of the current lease agreement between the school department and Burlington Telecom for the space BT rents in Taft School.

Thank you.

Martha Lang
[802.862.1094](tel:802.862.1094)

Thursday, March 20, 2014 AOL: Marthalang

WILLIAM H. SORRELL
ATTORNEY GENERAL

SUSANNE R. YOUNG
DEPUTY ATTORNEY GENERAL

WILLIAM E. GRIFFIN
CHIEF ASST. ATTORNEY
GENERAL



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<http://www.atg.state.vt.us>

March 19, 2014

Martha R. Lang, PhD.
138 Colchester Ave.
Burlington, VT 05401

Re: Public Records Request for The Taft School – Burlington Telecom Lease

Ms. Lang:

This letter responds to your public records request, sent to me via email on March 18, 2014. You requested "a copy of the most current Taft School lease agreement between [Burlington Telecom] and the school department on [Burlington Telecom] renting space in the school." After searching the records related to the Taft School currently housed at our offices, I was unable to find any records responsive to your request.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd W. Daloz".

Todd W. Daloz
Assistant Attorney General